

DOCKETED
SEP 22 2004

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

FILED

SEP 20 2004

GERALDINE I. BOYD, et al.,)	
)	
Plaintiffs,)	No. 04 C 2360
)	
v.)	Judge Bucklo
)	JUDGE ELAINE E. BUCKLO
)	UNITED STATES DISTRICT COURT
CITY OF CHICAGO, et al.,)	Magistrate Judge Levin
)	
Defendants.)	

RELEASE AND SETTLEMENT AGREEMENT

Plaintiffs GERALDINE I. BOYD, KEVIN C. BOYD, and CYNTHIA R. BOYD (collectively, "the Plaintiffs"), by their attorney, Ross J. Peters, and Defendants KEVIN RYAN, THOMAS FINEGAN, WILLIAM NOLAN, BRIAN QUINN, and JOHN BLAKE (collectively, "the Defendant Police Officers"), by one of their attorneys, Marcelle M. LeCompte, Assistant Corporation Counsel, and the CITY OF CHICAGO ("City"), by its attorney Mara S. Georges, Corporation Counsel, and herein stipulate and agree to the following:

1. This action has been brought by Plaintiffs against the City and Defendant Police Officers and makes certain allegations contained in Plaintiffs' Complaint.
2. The City and Defendant Police Officers deny each and every allegation of wrongdoing as stated in Plaintiffs' Complaint, and, further, deny liability.
3. The parties and their respective attorneys acknowledge that settlement of this claim is not an admission of liability, or of unconstitutional or illegal conduct by or on the part of any defendant and/or the City's future, current or former officers, agents and employees, and shall not serve as evidence or notice of any wrongdoing by or on the part of any defendant and/or the City's future, current or former officers, agents and employees. The parties and their respective attorneys

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further acknowledge that settlement is made to avoid the uncertainty of the outcome of litigation and the expense in time and money of further litigation and for the purpose of judicial economy. Plaintiffs and their attorneys agree that they or any firm with which said attorneys are affiliated or with which said attorneys may later become affiliated shall not use this settlement as notice of misconduct on the part of any defendant and/or the City's future, current or former officers, agents and employees, or for any other purpose in any other litigation, and that any such use is inconsistent with the terms of this Release and Settlement Agreement.

4. In consideration of the hereinafter indicated settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, Plaintiffs agree to dismiss with prejudice all of their claims in this case against the City and Defendant Police Officers.

5. Plaintiffs accept a settlement from the City in the total amount of SEVENTEEN THOUSAND AND ONE DOLLARS AND NO/100 (\$17,001.00), with the City further agreeing to pay Plaintiffs' attorney an additional SEVEN THOUSAND DOLLARS AND NO/100 (\$7,000.00) for Plaintiffs' costs and attorney's fees, for a total of TWENTY FOUR THOUSAND AND ONE DOLLARS AND NO/100 (\$24,001.00).

6. The City agrees to pay Plaintiffs the total settlement amount within sixty (60) days after receipt by the Corporation Counsel's Office of a file-stamped copy of the Agreed Order of Dismissal. This sum shall be payable solely by the City, and Plaintiffs and/or their attorneys agree that they will not seek payment from any source other than the City. The settlement check will be made payable to Plaintiffs, one of their attorneys, and lien claimants, if any, of which the City has notice.

7. In consideration of this settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, Plaintiffs agree to indemnify and hold harmless the City, and its future, current, or former officers, agents and employees including, but not limited to, the individual defendants and any unnamed individual police defendants, from any claims, losses, damages or expenses, including attorney's fees and costs, incurred, or which may be incurred, by reason of any lien or any other claim or interest held by any person, entity or corporation against any moneys received or to be received by Plaintiffs under this settlement entered pursuant to this Release and Settlement Agreement.

8. Plaintiffs, upon advice of counsel, understand and agree that in consideration of the settlement entered pursuant to this Release and Settlement Agreement, they hereby release and forever discharge on behalf of themselves and their heirs, executors, administrators and assigns, all claims they had or have against the Defendant Police Officers, any unnamed police individual defendants, and the City, and its future, current or former officers, agents and employees, including but not limited to all claims they had, have, or may have in the future, under local, state, or federal law, arising either directly or indirectly out of the incident which was the basis of this litigation, and that such release and discharge also is applicable to any and all unnamed and/or unserved defendants.

9. This Release and Settlement Agreement and any documents that may be executed under paragraph 12 herein reflect the entire agreement between the parties with regard to the settlement of this action, and shall be binding upon and inure to the benefit of the parties hereto, jointly and severally, and the heirs, executors, administrators, personal representatives, successors, and assigns of each.

Plaintiff Kevin C. Boyd

Address: 1222 S MASSABOIL

D.O.B.: 11-27-62

SS#: 350-64-1618

Dated: Sept 1st

Mara S. Georges
Corporation Counsel
City of Chicago

By: C.M.

Christopher M. Murray
Assistant Corporation Counsel
30 N. LaSalle St., Suite 900
Chicago, Illinois 60602
(312) 744-9653
Attorney No. 06244700

Dated: 9/3/04

Plaintiff Cynthia R. Boyd

Address: 1222 S MASSABOIL

D.O.B.: 11-27-62

SS#: 350-64-1618

Dated: Aug 30, 2004

Marcelle M. LeCompte
Assistant Corporation Counsel
Attorney for Def. Police Officers
30 N. LaSalle St., Ste. 1400
Chicago, IL 60602
(312) 744-3283
Attorney No. 06225428

Dated: 9/3/04